

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U		PAGE OF PAGES 1 3		
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 28-Feb-2018		4. REQUISITION/PURCHASE REQ. NO. 1300693912		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817		CODE N00167		7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly VA 20151		CODE S2404A SCD: C	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Strategic Insight 2461 South Clark Street, Ste 320 Arlington VA 22202		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4129 / N0016717F3004	
		10B. DATED (SEE ITEM 13) 08-Mar-2017	
CAGE CODE 1DY16	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Jim Hajek, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR /s/Jim Hajek (Signature of person authorized to sign)	15C. DATE SIGNED 28-Feb-2018	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 28-Feb-2018

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

a) The purpose of this modification is to establish CLINs 7500 and 9500 to extend the base period and to provide funding in the amount of \$45,550 pursuant to FAR 43.103(a)(3) and incorporate the COR Appointment Letter as Attachment 6 in Section J pursuant to FAR 43.103(b). Accordingly, said Task Order is modified as follows:

b) Section B changes:

In order to extend the period of performance, Section B is revised to create new CLIN's 7500 and 9500, and to create new SLIN's 7500AA and 9500AA as follows:

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7500AA	0.00	45,200.00	45,200.00
9500AA	0.00	350.00	350.00

c) Section F changes:

The Period of Performance of the following line items is hereby added as follows:

CLIN/SLIN	From	To
7500AA		3/8/2018 - 7/07/2018
9500AA		3/8/2018 - 7/07/2018

d) Section G changes:

i) The total amount of funds obligated to the task is hereby increased from \$154,625.00 by \$45,550.00 to \$200,175.00. The unfunded balance is \$1,251,554.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7500AA	O&MN,N	0.00	45,200.00	45,200.00
9500AA	O&MN,N	0.00	350.00	350.00

ii) The accounting and appropriation data added to Section G for this modification is as follows:

MOD P00003

7500AA 130069391200001 45200.00

LLA :

AC 97X4930 NH1C 251 77777 0 050120 2F 000000 A00004375025
TI-02

9500AA 130069391200002 350.00

LLA :

AC 97X4930 NH1C 251 77777 0 050120 2F 000000 A00004375025
TI-02

MOD P00003 Funding 45550.00

Cumulative Funding 200175.00

e) Section J

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Attachment 6, COR Appointment Letter, is hereby incorporated in this task order.

f) The end of the POP for this TO has been extended through 07 July 2018.

g) The total value of this TO remains unchanged.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Base Year - Holding CLIN for Engineering services in accordance with Section C entitled 'Statement of Work' (Fund Type - TBD) This CLIN is established as a holding line item to maintain the value of the contract and will be decreased when additional funding is added to the contract. This line item does not obligate the Government and is provided for informational purposes only. (Fund Type - TBD)	12512.0	LH			\$1,196,886.00
7001		CLIN 7001 is for Labor in support T&PP Project Management and Program Support Services as specified in Section C, Statement of Work					\$153,925.00
7001AA	R425	TI-01 (O&MN,N)	820.0	LH			\$56,050.00
7001AB	R425	TI-01A (O&MN,N)	1220.0	LH			\$97,875.00
7100	R425	Engineering Services in accordance with Section C entitled 'Statement of Work' Option Year 1 (Fund Type - TBD) (Fund Type - TBD) Option	15192.0	LH			\$1,262,416.00
7200	R425	Engineering Services in accordance with Section C entitled 'Statement of Work' Option Year 2 (Fund Type - TBD) (Fund Type - TBD) Option	15192.0	LH			\$1,275,040.00
7300	R425	Engineering Services in accordance with Section C entitled 'Statement of Work' Option Year 3 (Fund Type - TBD) (Fund Type - TBD) Option	15192.0	LH			\$1,287,791.00
7400	R425	Engineering Services in accordance with Section C entitled 'Statement of Work' Option Year 4 (Fund Type - TBD) (Fund Type - TBD)	15192.0	LH			\$1,300,668.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7500		Base Extension - Labor					\$42,500.00
7500AA	R425	Base Year Extension Labor TI-02 (O&MN,N)	640.0	LH			\$42,500.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Base Year - Holding CLIN for Other Direct Costs (ODCs) in support of Base Year 7000 series CLINs. This CLIN is established as a holding line item to maintain the value of the contract and will be decreased when additional funding is added to the contract. This line item does not obligate the Government and is provided for informational purposes only. (Fund Type - TBD)	1.0	LO	
9001		CLIN 9001 is for Other Direct Costs in support of T&PP Project Management and Program Support Services			
9001AA	R425	ODC in support of TI-01 (O&MN,N)	1.0	LO	
9001AB	R425	ODC in support of TI-01A (O&MN,N)	1.0	LO	
9100	R425	Option Year 1 not to exceed Other Direct Costs (ODCs) in support of CLIN 7100. (Fund Type - TBD)	1.0	LO	
		Option			
9200	R425	Option Year 2 not to exceed Other Direct Costs (ODCs) in support of CLIN 7200 (Fund Type - TBD)	1.0	LO	
		Option			
9300	R425	Option Year 3 not to exceed Other Direct Costs (ODCs) in support of CLIN 7300 (Fund Type - TBD)	1.0	LO	
		Option			
9400	R425	Option Year 4 not to exceed Other Direct Costs (ODCs) in support of CLIN 7400 (Fund Type - TBD)	1.0	LO	
		Option			
9500		Base Extension - ODC			
9500AA	R425	ODC in support of SLIN 7500AA TI-02 (O&MN,N)	1.0	LO	

NOTE A: SUBSTITUTION OF KEY PERSONNEL

The contractor agrees to assign those key persons identified with the Task Order response. No substitution shall be made without prior notification to, and concurrence of, the task order Contracting Officer (Procuring Contracting Officer). The contractor shall comply with clause no. H.7 of the base contract when requesting approval for substitution of key personnel. The following key personnel are approved under this Task Order:

Key Personnel Labor Category Name

Key Personnel Labor Category	Name	Company	Effective Date
Principal	John Croghan	Strategic Insight TO Award	

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Senior Project Manager	Julie Noto	Strategic Insight TO Award
Senior Project Manager	Jim Francis	Strategic Insight TO Award
Senior Project Manager	Martin Cover	Strategic Insight TO Award
Senior Project Manager	Anthony Gamboa	C&A TO Award
Mid-Level Technical Data Analyst	Sylvester Thompson	Strategic Insight TO Award
Mid-Level Technical Data Analyst	James Studebaker	C&A TO Award

NOTE B: CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the Task Order Level of Effort clause in Section G, Consent to Subcontract authority is retained by the Task Order Contracting Officer (Procuring Contracting Officer). The contractor shall comply with clause no. 52.244-2 of the base contract when requesting consent to subcontract.

The following subcontractors are approved under this Task Order:

Cowan and Associates, Inc

NOTE C: ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Procuring Contracting Officer (PCO) during the performance of this Task Order to allow for additional SLINs as needed or to accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort or value of the task order.

NOTE D: PAYMENT OF FEE TABLE

Year	Total Fee	Total Hours	Fee Per Hour
Base			
OY1			
OY2			
OY3			
OY4			

HQ B-2-0015 Payment of Fee(s) (Level of Effort-ALT 1) (NAVSEA) (MAY 2010)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixedfee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

BRANCH 8130, TECHNOLOGY AND PROGRAM PROTECTION

PROJECT MANAGEMENT AND PROGRAM SUPPORT

1.0 BACKGROUND

1.1 In 2007 the Deputy Secretary of Defense directed the Under Secretaries of Defense for Network Information and Integration (ASD/NII) and Acquisition Technology and Logistics (ASD/AT&L) to address unprecedented risk to information security. The result was a realization that sophisticated attacks on contractor unclassified networks are increasing with little insight on the operational impact of large losses of unclassified program information.

1.2 Under ASD/AT&L, Program Protection implementation is delegated to the military services. Coordination and collaboration is maintained by the Director of Defense Research and Engineering (DDR&E). Within the Department of the Navy (DoN), SECNAV Instruction 5000.2E assigns responsibility for implementing Technology and Program Protection (T&PP) to the Assistant Secretary of the Navy for Research Development and Acquisition (ASN/RDA) Deputy Assistant Secretary of the Navy for Research Development, Test and Evaluation (RDT&E). Early emphasis was placed on establishing DoN implementation policies and procedures, identifying problem areas and performing proof-of-processes analysis, building organizational relationships (Government and industry) within DoN and with other services and Office of the Secretary of Defense, Chief Information Officer (DOD CIO) participants.

1.3 DoN Technology and Program Protection, includes several areas of concentration, The Damage Assessment Management Office (DAMO), Joint Acquisition Protection Exploitation Cell (JAPEC), Program Protection Planning (PPP) and Supply Chain Risk Management (SCRM). All four of these areas are contained under one office, T&PP.

1.4 A Concept of Operations (CONOPS) document, and implementing Standard Operating Procedures (SOPs), have been prepared and approved by ASN/RDA DASN RDT&E. These establish objectives, identify activities to be performed, assign responsibilities for execution and serve as a basis for planning. Since DoN T&PP was established, over 300 damage assessment cases have been identified and approximately two thirds have been worked and closed. Experience gained is being applied to proof-of-process and establishing planning metrics. The DoN will transition all or parts of T&PP activities inside the Government to existing or new organizations; therefore, experience from the current cases is essential for identifying appropriate functions to be performed by Government.

2.0 SCOPE:

2.1 The Government requires technical and engineering support for the T&PP Office in the execution of DAMO, JAPEC, PPP and SCRM for identified Navy and Marine Corps program offices. This includes support to the Director, T&PP, DoN DAMO Case Manager, Naval SYSCOM representative to identify T&PP related efforts, collaborating with Navy/Marine Corps Program Executive Offices (PEOs) and Program Managers, and facilitating participation with the DOD Cyber Crime Center (DC3), DoN Chief Information Office (DoN CIO) and Office of Naval Intelligence (ONI). Support will be provided for T&PP transition planning to identify Government organizations including orientation and training activities and up-dating individual and over-arching CONOPS and SOPs. In addition, support is required for efficient and effective integration of T&PP activities with related DoN cybersecurity initiatives such as Operation Security (OPSEC) and Anti-Tamper (AT). T&PP does not include Information Technology tasking and will not analyze networks, systems or other IT related activities. T&PP ensures program offices design, construction and life cycle data is protected in Navy Systems and at the Defense Industrial Base (DIB) networks. T&PP will ensure that Government data housed in Defense Industrial Base (DIB) networks is protected, compliant with DoD and DoN policy to minimize the loss of the Governments technological advantage.

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2.2 This Statement of Work (SOW) provides services to be applied for the specific requirements. Work performed under this task order (TO) shall include:

- 2.2.1 General Program Management
- 2.2.2 Supply Chain Risk Management
- 2.2.3 Damage Assessments
- 2.2.4 Program Protection Plans
- 2.2.5 Technology and Program Protection Planning

3.0 APPLICABLE DOCUMENTS, DIRECTIVES AND POLICIES

3.1 The Contractor shall use the following documents in execution of this Statement of Work. Each document is identified in the specific paragraph where it applies.

- 3.1.1 Concept of Operations (CONOPS) for Department of Navy (DoN) Damage Assessment Management Office (DAMO), Version 5, 14 Jan 2010.
- 3.1.2 Standard Operating Procedures (SOP) for DoN DAMO, Version 7, July 2014
- 3.1.3 SECNAVINST 3052.2 Cyberspace Policy and Administration within the DoN 6 March 2009
- 3.1.4 Required Use of Standardized Process for the Identification of Critical Program Information (CPI) in DoN Acquisition Programs 5 July 2014.
- 3.1.5 DoDI 5200.39 Critical Program Information (CPI) Protection Within the Department of Defense, July 2014.

4.0 REQUIREMENTS

4.1 General Program Management Requirements

The Contractor shall establish and maintain a Program Manager (PM) for this TO and its associated Technical Instructions (TIs). A clear line of project authority shall exist among all organizational elements supporting this requirement. The contractor shall develop and implement a Management Program to efficiently and effectively execute the requirements of this contract.

The contractor shall identify the PM who is responsible for accomplishment of all tasks required by this SOW and who is authorized to commit the company. The PM shall organize, plan, schedule, implement, control, analyze, and report on all elements of the contract. The PM shall have resources and authority to ensure efficient and timely program execution and shall be the contractor's focal point for all required program tasks. The contractor's PM shall be prepared at all times to present and discuss the status of contract activities, requirements, and issues.

The contractor's PM shall be the primary point of contact for all work performed under the TO. The PM shall keep the Contracting Officer's Representative (COR), and Procuring Contracting Officer (PCO) informed of any performance issues, cost or financial concerns, and potential problems that, if unresolved, will adversely affect the contractor's performance, schedule or costs, and take all appropriate measures to mitigate adverse impact to the TO.

The contractor shall ensure that assignments are completed in a manner that is thorough and within schedule and document all accomplishments that are directly relevant to the individual TI's schedule(s).

Performance of the work under this task order is subject to written technical instructions issued by the COR. The contractor shall not perform any work under this task order that is not covered by a written TI. Any contractor work performed without proper authorization will be at the sole risk of the contractor.

The contractor shall use a structured program management approach to performing authorized TIs under this task order. The structured program management approach comprises the following phases: (1) Task/Project Planning; (2) Task/Project Initiation; (3) Task/Project Execution; (4) Task/Project Monitoring and Control; and (5) Task/Project Closeout.

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When the Government desires to open an TI under this task order, the COR will issue a formal TI clarifying the work to be performed by the contractor. Within 5 days of receipt of the TI, the contractor shall provide – at a minimum – the following TI plan to the COR and PCO:

1. Technical approach to perform the task – the technical approach shall identify:
 - a. Technical approach to fulfill and satisfy task requirements;
 - b. Resources – internal and subcontractor – required to perform the TI;
 - c. Schedule:
 - i. POA&M of planning, initiation (task ramp-up inclusive), execution, and close out phases of the TI;
 - ii. Defined milestone gates for each TI phases;
 - iii. Exit criteria for completion of each TI
 - d. Estimated Earned Value Management data (i.e. labor hours, labor costs, and material costs) required to complete each major TI phase (i.e. planning, initiation, execution, and close-out)
 - e. Required Contractor/Government roles and responsibilities
2. Basis of estimate for each TI phase with supporting data

The COR and PCO will use the information provided in the contractor’s plan to facilitate oversight, financial reviews, and establish schedule and performance parameters for task efforts. After review of the plan, the Government may, through a coordinated effort with the COR and PCO, negotiate changes to the contractor’s plan.

The contractor shall complete authorized assignments in a manner that thoroughly fulfills TI performance objectives within established schedule requirements and established cost controls. The contractor shall provide personnel with the commensurate analytical and technical skills, material, facilities, and other necessary resources to perform TI requirements.

4.1.1 Program Management Review (PMR):

a. Contract Start-up Meeting

The contractor shall host a Post-Award Conference (PAC) at the contractor’s facility within 15 days after contract award. Specific time and date for PAC shall be coordinated with the COR. The purpose of the PAC is for the contractor to review and demonstrate to the Government the management procedures, provide progress assessments, review of technical and other specialty area status, and to establish schedule dates for near term critical meetings/actions. The contractor shall present management, key personnel, and program ramp-up

b. Quarterly PMR Meetings

The contractor shall plan, host, attend, coordinate, support, and conduct meetings, formal reviews, audits (hereinafter called “reviews”) on a quarterly basis.

The contractor shall conduct PMRs at Government or contractor facilities or by other means (i.e. teleconference) as agreed to by the PCO. Reviews requiring demonstration and/or examination of equipment shall be conducted at the contractor’s facility. All such reviews shall be included in the program schedule and may be held concurrently with the Government’s approval.

The contractor shall prepare agendas and conference presentation materials, and provide minutes and reports following each review in accordance with CDRL A004. The contractor shall address the following topics at each PMR:

- Review of pertinent technical, schedule, and cost aspects of each authorized technical effort under this task order, including an overview of the work to be accomplished in the next month;
- Current performance measurement information to include earned value information for each task – Budgeted Cost of Work Scheduled; Budgeted Cost of Work Performed; Subcontractors used and rationale for use; and Actual Cost of Work Performed for each task;

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- Current and anticipated technical and implementation problems;
- Review of each subcontractor's technical progress on all assigned tasks; and
- Substantiation of assumptions made and methodologies used in arriving at recommendations or conclusions

The Government reserves the right to cancel any review or to require any review to be scheduled at critical points during the period of performance. Action item documentation, assignment of responsibility for completion and due dates shall be determined prior to adjournment of all reviews.

The contractor shall summarize and submit all action items, responsible parties, and estimated completion dates with the Record of Meeting Minutes (CDRL A004). The contractor shall prepare and submit minutes in accordance with CDRL A004.

4.1.2 Program Status Report

The contractor shall report on cost, schedule, and technical progress in meeting reviews/status reports. Program Status Reports shall address schedule, performance and status of deliverables. The reports shall address problems/risks associated with the TO and with performing individual TIs. The report shall describe the work accomplished during the reporting period, and discuss problems encountered and corrective action taken, pending issues, and work planned for the next period. In particular, the report shall address the extent to which any problems or circumstances will cause conflicts with program schedules (CDRLs A001). An Expenditure report shall be submitted as an attachment to the Program Status Report (CDRL A002).

4.1.3 Program Document Library

The contractor shall maintain a Program Document Library (PDL) that contains all documents/data generated by the contractor or provided to the contractor by the Government during the performance of this TO. The PDL may be digital, physical hard copy, or a combination of both media. The contractor shall provide authorized Government personnel access to the PDL (at a minimum authorized personnel include PCO, and COR). The list of documents included in the PDL shall be listed in the Document Library Index (DLI) which shall be submitted as an attachment to the Program Status Report (CDRL A005).

4.2 Supply Chain Risk Management (SCRM)

Supply Chain Risk Management is a practice area under T&PP to manage the risks to the integrity of Information and Communications Technologies (ICT) within covered systems according to DoDI 5200.44 and OSD Document Streamlining – Program Protection Plan, July 18, 2011 memo. The contractor shall be responsible for assisting DoN program offices to develop a plan that manages supply chain risks to critical program information (CPI) and critical components; conduct a Criticality Analysis (CA) of critical functions and components and document results in the PPP; coordinate and prioritize requests for supplier Threat Analysis at the Threat Assessment Center (TAC); and assist with understanding of the supplier threat assessments to the system engineering design, development environment, and procurement practices.

4.3 Damage Assessment Management Office

4.3.1 The contractor shall provide the engineering and administrative services to T&PP that are required to execute damage assessments. Specifically, support DoN DAMO in identifying perspective DAMO cases, performing triage, case assessments and reporting findings. Services shall be provided that support all phases of activities of the DAMO CONOPS and SOPs. Services shall be required in the functional areas identified in 4.3.2, 4.3.3, 4.3.4, 4.3.5, and 4.3.6.

4.3.2 The contractor shall assist DoN DAMO collaboration with OSD DAMO performing an initial triage of compromised data files (maintained at the DC3). The contractor shall perform an in-depth triage of identified data files (maintained at the DC3) associated with DoN programs and make recommendations to the DoN DAMO Case Manager regarding the need to open a formal DAMO case. The contractor shall assist DoN DAMO to identify and facilitate participation of all Government and Contractor organizations needed to support a recommendation of "go/no-go" and to prepare and deliver a notification correspondence and a draft Triage Report (CDRL A003).

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4.3.3 The contractor shall facilitate the damage assessment of identified files by a Government and industry Integrated Product Team (IPT) of subject matter experts. The contractor shall coordinate IPT access to the DC3 and host IPT meetings and provide meeting minutes (CDRL A004). The contractor shall participate as a member of the IPT to: analyze, collect and organize data for use by IPT members; provide insight to team members based on knowledge with similar cases; synthesize the findings of the various participant perspectives; and provide an Initial Report on the findings of the IPT and deliver an Operational Impact Report (CDRL A003).

4.3.4 The contractor shall provide engineering support to DoN DAMO in case reporting and closure activities. Typically these activities include: conduct internal reviews of Phase 2 IPT findings; develop recommended courses of action in collaboration with stakeholders; and prepare and deliver a Final OSD report (CDRL A003). In addition, the contractor shall assist DoN DAMO in the preparation of the DoN Internal DAMO Report identifying follow-on program actions.

4.3.5 The contractor shall capture lessons learned on the execution of each case via Lessons Learned Report. An assessment by IPT participants and DAMO staff members shall cover the aspects of case execution including but not limited to: IPT membership, orientation and training. Initial deliverable of Lessons Learned Report is 6 months after initial TO award and updated and delivered every six months (CDRL A003).

4.3.6 The contractor shall identify opportunities to improve the efficiency and effectiveness of DAMO processes and make recommendations to DoN DAMO for new or update existing damage assessment tools and/or methods. The contractor shall maintain and deliver an up-dated DAMO CONOPS and SOPs to reflect approved processes and tools as directed by DoN DAMO Report (CDRL A003). The DAMO SOP and CONOPS shall be reviewed and updated every 12 months after TO award. Updates shall occur as policies and procedures change. The contractor shall review changes with the DAMO Case Manager every 12 months.

4.4 T&PP Planning

4.4.1 The contractor shall provide technical and administrative services to T&PP for contingency planning in areas that affect the T&PP mission, scope and assessment processes. At present, the scope of T&PP activities is focused on the compromise of unclassified networks of the Defense Industrial Base, Program Protection Planning, Research Technology Protection, and examples of contingent events that could affect the T&PP mission. The scope or processes include expansion of DAMO responsibilities in response to penetration of Government Networks. In such events, the contractor shall perform an engineering and programmatic assessment of the effect on DoN DAMO processes and procedures, and assist DoN DAMO in developing options for implementing new processes and procedures (if required) and estimating the impact on DAMO resources.

4.4.2 The contractor shall assist in integrating T&PP activities with related DOD and DoN security initiatives, including but not limited to: Critical Program Information (CPI), Program Protection Plans (PPPs), Anti-Tamper (AT), Operational Security (OPSEC), and Supply Chain Risk Management (SCRM). While these initiatives address different problems, and require different approaches and specialties, effective and efficient solutions can result from collaborative processes, procedures and methods. The contractor shall assist DoN DAMO in collaborating with related DOD and DoN security initiatives to achieve effective and efficient implementation from the perspective of DoN project managers and the Defense Industrial Base.

4.4.3 The contractor shall assist DASN RDT&E in organizational assessment and planning for transitioning selected T&PP functions to existing or new government organizations. Representative contractor transition planning activities include: drafting DoN transition policies, plans, and procedures; identifying organizational relationships (both government and industry) and identifying roles and responsibilities within DoN, and with other services and Office of the Secretary of Defense (OSD) AT&L participants. The contractor shall assist T&PP in this effort by identifying: candidate Program and Engineering Directives and Guidelines requiring consideration; functions to be performed by government personnel; important experience, skills and training needs to perform the functions; and a time-phase transition plan

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4.4.4 The contractor shall provide administrative support to the T&PP staff and IPTs in performing T&PP efforts. Representative services include: library, collecting and maintaining the files; non-disclosure agreement (NDA) management, maintain records and archive; maintain documentation and graphics, preparing and formatting documents, papers, reports and briefings; and classified material control, acceptance, storage and accounting.

4.4.5 The contractor shall provide controlled access non-cubicle working group meeting space for DoN DAMO staff and IPT members. The working group meeting space is intended to provide a place for assessment teams to meet individually or as a group to assess and share relevant case materials. The work space shall have secure storage capability for data files, and case records and reports, and secure general purpose computing and projection capability with Microsoft Office and a teleconferencing capability to support IPT operations and report preparation.

4.5 Operational Security Plan (OPSEC)

4.5.1 The contractor shall prepare and deliver a current OPSEC plan that is to be implemented upon Government approval. The OPSEC Plan shall protect classified and unclassified controlled Technical information (UCTI) to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a Contractor's facilities during performance of this TO. The Contractor's OPSEC program is to be described in a facility level OPSEC planning document (CDRL A003).

4.5.2 Contractor personnel shall meet eligibility requirements for access to classified information at the level noted in Section J attachment, DD254. The Contractor shall ensure that any new employees prior to their starting on the tasking, have and maintain a minimum of Department of Defense National Agency Check (NAC), or be able to obtain the interim equivalent, during the period of performance in order to perform the work assigned and access facilities required to perform the work.

4.5.3 The Department of Navy (DoN) Automated Data Processing (ADP) Security Program outlined in OPNAVINST 5329.1C applies to all DoN activities, including contractors operating DoN owned and controlled resources on Government premises to provide classified and unclassified ADP support to DoN. This includes the requirement to interface with Government computer systems via terminal or some other remote means to input data, or to receive display or hard-copy output.

5.0 PERSONNEL REQUIREMENT

5.1 Level of Effort

The level of effort for the performance of this task order is based upon 75,960 person-hours of direct labor distributed over a potential five (5) year period of performance. Regardless of the offeror's labor categories, each offerors shall base labor costs on personnel within the following labor categories. Contractor personnel for all labor categories shall be cleared at the requested Security Level. The following table summarizes the labor categories and hours per year:

Key Personnel	Hrs/Year
Principal	1896
Senior Project Manager	5688
Mid-Level Technical Data Analyst	3792
Non-Key Personnel	
Administrative Analyst	1896
Electronic Publishing System Specialist	960
Graphics Analyst	960
TOTAL Direct Labor Hours Per Year	15,192

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5.2 General Task-Related Requirement

5.2.1 The Government requires experienced personnel who are capable of managing the SOW and have a working knowledge that qualifies them to perform the tasks in the areas defined below with minimal guidance and oversight from the Government. The SOW tasks encompass a wide variety of skills. Sections 5.3 through 5.5 describe the labor categories and requirements by tasks. Each individual proposed by the contractor shall have demonstrated qualifications to perform these requirements.

5.3 Personnel Qualifications for Key and Non-Key Personnel

5.3.1 The contractor shall be responsible for employing technically qualified personnel to perform the tasking in the SOW. When requested, the contractor shall provide resumes and similar work experience to document employee competencies. The contractor shall maintain the personnel, organization and administrative control necessary to ensure that the work delivered meets the task order specification requirements.

5.3.2 The work history of each employee shall contain experience directly related to the task and functions he/she intends to perform under this TO. The Government reserves the right, during the term of this task order, to request work histories on any contractor employee for purposes of verifying compliance with this requirement.

5.3.3 If the PCO questions the qualifications of any person performing under the TO, the contractor shall provide documentation to support the qualifications.

5.4 Key Personnel

The following labor categories are designated Key Personnel for this TO. Multi-trades tasking has been identified as a methodology of reducing manpower requirements. Resumes shall be submitted for all personnel proposed in key personnel positions. The category descriptions include:

The target qualifications for the respective key labor categories are as follows:

5.4.1 Principal (Key Personnel):

Target Education: Bachelor's or higher degree in engineering, computer science or applied science . Degree shall be from an Accreditation Board of Engineering and Technology (ABET) accredited college or university.

Target Experience: 15 years experience with Joint Combatant Command and Military Department Headquarters Staff; DoD processes, weapons and/or technology programs; Army, Navy, Air Force, and Joint Command Programs; C4I platform development programs; law enforcement and Counterintelligence (CI) processes; understanding of networking concepts, cyber intrusions and investigations; and strategic planning, leading project teams. Experience with JCIDS and operational requirements, DoD Acquisition guidance and policies, and DoD Budgetary Process.

Security Clearance: Current Top Secret, or shall be able to obtain and maintain a Top Secret security clearance based on a single-scope background investigation (SSBI).

5.4.2 Senior Project Manager (Key Personnel):

Target Education: Bachelor's or higher degree in engineering, computer science or applied science. Degree shall be from an ABET accredited college or university.

Target Experience: 10 years of experience with DoD processes, weapons and/or technology programs; Army, Navy, Air Force, and Joint Command Programs; C4I platform development programs, law enforcement and Counterintelligence (CI) processes; and OSD and DoN Regulations, policies and procedures related to damage assessments and technology protection. Experience in evaluative methods for the assessment and improvement of program effectiveness. Experience in networking concepts, cyber intrusions and investigations.

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Security Clearance: Current Top Secret, or shall be able to obtain and maintain a Top Secret security clearance based on a single-scope background investigation (SSBI).

5.4.3 Mid-Level Technical Data Analyst (Key Personnel):

Target Education: Bachelor's or higher degree in engineering, computer science or applied science. Degree shall be from an ABET accredited college or university.

Target Experience: 10 years of experience and knowledge with Department of Navy acquisition processes, policies, procedures, and guidance for program protection. Experience with critical program information, auto-tamper, supply chain risk management and information assurance initiatives. Experience in networking concepts, cyber-intrusions and investigations. Experience with DoD acquisition processes; Army, Navy, Air Force, and Joint Command programs, C4I platform development programs, law enforcement and Counterintelligence (CI) processes.

Security Clearance: Secret.

5.5 Non-Key Personnel

The following labor categories are designated non-Key Personnel for this TO. The offeror shall provide a listing of non-key personnel who will be assigned to the categories of labor specified below as non-key. These personnel shall meet the qualifications specified in this section to be acceptable and the offeror shall certify that all proposed personnel meet the prescribed requirements:

5.5.1 Analyst:

Minimum Education: Bachelor's degree or 10 years relevant experience in lieu of degree.

Minimum Experience: Experience with Department of Navy (DoN) and Marine Corps acquisition programs, communications and technology programs, and weapon systems. Experience with DoD processes, weapons and/or technology programs, Army, Navy, Air Force, and Joint Command Programs, C4I, and platform development programs. Proficient in Microsoft Office Suite including Project and Powerpoint. Capable of extracting data from different databases to create a single spreadsheet to track ongoing projects and programs.

Security Clearance: Secret.

5.5.2 Electronic Publishing System Specialist:

Minimum Education: Bachelor's degree or 10 years relevant experience in lieu of degree.

Minimum Experience: Experience and knowledge of the Department of Navy (DoN) and Marine Corps acquisition Programs and Military experience in graphics design or professional experience and knowledge of DoD organizations, requirements and acquisition activities. Proficient in Microsoft PowerPoint and formal publishing of briefs and white papers.

Security Clearance: Secret.

5.5.3 Graphics Analyst:

Minimum Education: Bachelor's degree or 10 years relevant experience in lieu of degree.

Minimum Experience: Experience in layout, graphic design and website design. Experience in Adobe Creative Suite: InDesign, Illustrator, Photoshop, Dreamweaver and Flash. Experience with HTML and online layouts/WYSIWYG editors Proficiency in PDF creation (including interactive) and manipulation (Acrobat Pro or via firm PDF software, Nuance). Experience in Microsoft Office, specifically Excel, Word and PowerPoint (as they apply to layout and template structure) and Project.

Security Clearance: Secret.

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6.0 TRAVEL (ODC's)

6.1 All travel under this order shall be requested of, and approved by the COR. Required travel will be predominately short duration local day trips in and around the Washington DC area, but may include occasional trips lasting several days. All travel shall be authorized by the COR.

6.2 Local day trips using personal means in support of DoN DAMO activities shall be authorized by the COR based on review of weekly schedule, or by electronic mail for emergent requirements.

6.3 Travel other than local shall be requested of, and authorized by the COR in advance, in writing or electronic mail and shall show the reason for the travel, the number of people traveling, the number of days of travel, and any high-cost or unusual costs expected. The contractor is not authorized to perform any travel that is not in conjunction with this TO.

7.0 MATERIAL (ODC's)

7.1 The contractor may be required to provide materials and supplies incidental to the Professional Support Services. The material expenses shall be authorized by the COR, and only those material expenses having prior COR approval will be reimbursed to the contractor.

8.0 FACILITIES

8.1 The nature of the work required by the proposed contract requires close liaison with the Government. The majority of the work can be done at the contractor's site but some effort will be required with personnel located at:

- 8.1.1 NSWC, Carderock Division, West Bethesda, MD
- 8.1.2 Naval Sea Systems Command, Washington Navy Yard, Washington DC
- 8.1.3 Naval Air Systems Command, Patuxent River, MD
- 8.1.4 Space and Warfare Command, San Diego, CA
- 8.1.5 Marine Corp Systems Command, Quantico, VA
- 8.1.6 And other area Naval and Office of Secretary of the Defense offices.

9.0 IDENTIFICATION BADGES

9.1 Common Access Cards (CAC) will be issued by the Government via the Contractor Verification System (CVS) to all contractor personnel or Contractor personnel requiring access to Government facilities. CAC cards shall be displayed at all times when on Government property. The Contractor shall furnish all requested information required to facilitate issuance of CAC cards and shall conform to all applicable regulations concerning their use and possession. ID media is U.S. Government property and shall be surrendered to the Pass and ID Office upon termination of employment or removal from this task order.

10.0 CONTRACT DATA REQUIREMENTS LIST (CDRL) AND DATA ITEM DESCRIPTIONS (DID)

CDRL	DID	Title
A001	DI-MGMT-80227	Contractor's Progress, Status and Management Report
A002	DI-FNCL-81537	Funds & Labor Hour Expenditure Report
A003	DI-MGMT-80508B	Technical Report - Study/Services
A004	DI-ADMN-81505	Report, Record of Meeting Minutes
A005	DI-MISC-81920	List of Deliverables
A006	DI-MGMT-81991	Contract Status Report

11.0 CONTRACTOR PERSONNEL IDENTIFICATION

11.1 In the performance of this contract, contractor employees shall identify themselves as contractor personnel by

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introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and formal and informal written correspondence.

12.0 CONTRACTOR MANPOWER REPORTING

12.1 The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the NSWCCD via a secure data collections site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address: <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 for each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

13.0 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM (CDRL A006)

13.1 (a) The contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the eCRAFT System and submit the Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system. Compliance with this requirement is a material requirement of this contract.* Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

13.2 Access:

Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at the following under eCRAFT information: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft/>. The eCRAFT e-mail address for report submission is Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions (FAQ) at the site address above.

13.3 Submission and Acceptance/Rejection:

The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

NOTE: *The Contracting Officer or COR will provide written notification to the contractor once eCRAFT becomes effective on this contract/order. Upon written notification, the contractor will have 14 days to comply with the reporting requirements described above (i.e. after 14 days, invoices submitted will not be approved unless

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the above requirements have been met).

HQ C-1-0001 ITEM(S) A001-A005– DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished here under shall be prepared in accordance with the Contract Data Requirements List (CDRL), DD Form 1423, listed above in Section 12, attached hereto.

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

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(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of

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the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

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(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

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SECTION D PACKAGING AND MARKING

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business address of the Contractor

(2) contract number

(3) task order number

(4) sponsor: (To be specified on each individual Technical Instruction)

(Name of Individual Sponsor)

(To be specified on each individual Technical Instruction)

(Name of Requiring Activity)

(To be specified on each individual Technical Instruction)

(City and State)

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

COR:

Naval Surface Warfare Center (NSWC Carderock)

9500 MacArthur Blvd.

West Bethesda, MD 20817-5700

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed by the Government at destination by the Contracting Officer's Representative (COR).

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7000	3/8/2017 - 3/7/2018
7001AA	3/8/2017 - 3/7/2018
7001AB	7/27/2017 - 3/7/2018
7500AA	3/8/2018 - 7/7/2018
9000	3/8/2017 - 3/7/2018
9001AA	3/8/2017 - 3/7/2018
9001AB	7/27/2017 - 3/7/2018
9500AA	3/8/2018 - 7/7/2018

CLIN - DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF TASK ORDER
7000 & 9000	ALL	12 MONTHS AFTER THE EFFECTIVE DATE OF THE TASK ORDER ASSUMING INCREMENTAL FUNDING IS PROVIDED
7100 & 9100	ALL	12 MONTHS AFTER THE EFFECTIVE DATE OF THE OPTION EXERCISE MODIFICATION ASSUMING INCREMENTAL FUNDING IS PROVIDED
7200 & 9200	ALL	12 MONTHS AFTER THE EFFECTIVE DATE OF THE OPTION EXERCISE MODIFICATION ASSUMING INCREMENTAL FUNDING IS PROVIDED
7300 & 9300	ALL	12 MONTHS AFTER THE EFFECTIVE DATE OF THE OPTION EXERCISE MODIFICATION ASSUMING INCREMENTAL FUNDING IS PROVIDED
7400 & 9400	ALL	12 MONTHS AFTER THE EFFECTIVE DATE OF THE OPTION EXCERCISE MODIFICATION ASSUMING INCREMENTAL FUNDING IS PROVIDED

CLIN - DELIVERIES OR PERFORMANCE

DODAAC: N00167

COR:

Naval Surface Warfare Center (NSWC) Carderock

9500 MacArthur Blvd

West Bethesda, MD 20817-5700

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SECTION G CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S REPRESENTATIVE

9500 MacArthur Blvd
West Bethesda, MD 20817-5700
Email:
Phone:

G.2 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis. When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The PCO will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

252.204-0005 LINE ITEM SPECIFIC: BY CANCELLATION DATE (SEP 2009)

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

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(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Cost Voucher, Combo

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection - Destination

Acceptance - Destination

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00167
Admin DoDAAC	S2404A
Inspect By DoDAAC	N00167
Ship To Code	N00167
Service Approver (DoDAAC)	N00167
Service Acceptor (DoDAAC)	N00167
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA391
Other DoDAAC(s)	N/A

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

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COR:

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING
(NAVSEA) (SEP 2012)**

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

Accounting Data

SLINID	PR Number	Amount
7001AA	130062918800001	56050.00
LLA :		
AA 1771804 12UA 251 71202 056521 2D N48142 14217RC8W005		
9001AA	130062918800002	350.00
LLA :		
AA 1771804 12UA 251 71202 056521 2D N48142 14217RC8W005		

BASE Funding 56400.00
Cumulative Funding 56400.00

MOD P00001

7001AB	130065968900001	97875.00
LLA :		
AB 97X4930 NH1C 251 77777 0 050120 2F 000000 A00004102451		

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9001AB 130065968900002 350.00

LLA :

AB 97X4930 NH1C 251 77777 0 050120 2F 000000 A00004102451

MOD P00001 Funding 98225.00

Cumulative Funding 154625.00

MOD P00002 Funding 0.00

Cumulative Funding 154625.00

MOD P00003

9500AA 130069391200002 350.00

LLA :

AC 97X4930 NH1C 251 77777 0 050120 2F 000000 A00004375025

TI-02

MOD P00003 Funding 350.00

Cumulative Funding 154975.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract sub-line item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
	See Section B	See Section B	See Section F

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Text)

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion

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of the contractual work statement which is not affected by the disputed technical instruction.

(End of Text)

CAR H11 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (AUG 2015)

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF-86 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will be terminated. For Common Access Card (CAC) card you must have a completed investigation that has been favorably adjudicated or a final security clearance. A CAC Card will not be issued to contractors who have an interim security clearance.

b. Contractor personnel that require a badge to work on-site at one of the NSWCCD sites must provide an I-9 form to verify proof of citizenship. The I-9 form should be signed by the company Facility Security Officer or the company Human Resource Department. In addition to the I-9 form, Contractors shall also bring their birth certificate, current United States Passport or naturalization certificate and state issued ID to the NSWCCD Security Officer at the time of badge request to verify citizenship. Finally, contractors shall supply a copy of their OPSEC Training Certificate or other proof that the training has been completed.

c. Construction badges for contractor personnel that work on-site at one of the NSWCCD sites will be good for 60 days.

d. A Facility Access Determination (FAD) will be completed on any contractor that does not have a favorable adjudicated investigation in JPAS and is requesting swipe/non-swipe access to our buildings in excess of 120 days. Any contractor that has unfavorable information that has not been favorably adjudicated by Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge.

e. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCCD sites to the appointed Contracting Officer Representative (COR) via email. The Contractor shall provide each employee's first name, last name, contract number, the NSWCCD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. Throughout the period of performance of the contract, the Contractor shall immediately provide any updated information to the COR when any Contractor personnel changes occur including substitutions or departures.

H-5 TASK ORDER PROCESS

Ombudsman Description:

The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NSWCCD Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the NSWCCD Ombudsman must be forwarded to:

SEA 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

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(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 75,960, if all options are exercised, total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 292 hours per week. It is understood and agreed that the rate of man hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may

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be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional “main office” worksite. An alternative worksite means an employee’s residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee’s main office. The Government reserves the right to review the Contractor’s alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor’s election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(End of Text)

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SECTION I CONTRACT CLAUSES

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2008)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

52.222-32 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed 0.00 or the overtime premium is paid for work—
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—
- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)

- (a) *Definitions.* As used in this clause—

“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

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“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212(a));

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employments Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(x)

(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xi) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015).

(xii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded

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under this contract.

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2015)

(a) *Definitions.* As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

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“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security*. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD

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CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that

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is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the
program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties;

and

- (2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

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SECTION J LIST OF ATTACHMENTS

Attachment 1: DD Form 254

Attachment 2: Contract Data Requirement List (CDRLs)

Attachment 3: Quality Assurance Surveillance Plan (QASP)

Attachment 4: Incurred Cost Report

Attachment 5: Burn Rate Analysis Report

Attachment 6: COR Appointment Letter